

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ELI LILLY AND COMPANY,

Plaintiff,

v.

PIVOTAL PEPTIDES, LLC,

Defendant.

CASE NO. 2:24-cv-1719-JCC

**STIPULATION AND ~~PROPOSED~~
ORDER TO APPROVE SETTLEMENT
AGREEMENT AND DISMISSAL
CONDITIONED UPON THE COURT'S
RETENTION OF JURISDICTION TO
ENFORCE THE SETTLEMENT
AGREEMENT**

WHEREAS, Plaintiff Eli Lilly and Company ("Lilly") initiated this action on October 21, 2024, asserting claims for Unfair Business Practices pursuant to the Washington Consumer Protection Act, RCW § 19.86.010 et seq., and Unfair Competition pursuant to the Washington Consumer Protection Act, RCW § 19.86.010 et seq., based on Defendant Pivotal Peptides, LLC's ("Pivotal Peptides") sale of tirzepatide products without valid prescriptions from licensed medical professionals as well as its materially false and misleading statements regarding its research grade tirzepatide products' safety, quality, and regulatory status.

WHEREAS, Pivotal Peptides admits that (i) its tirzepatide products were never subject to any FDA or state approval, supervision, or inspection; (ii) selling tirzepatide products without a valid prescription from a licensed medical professional violates Washington's laws and public interests; (iii) selling research-grade tirzepatide to consumers as pharmaceutical grade violates

Washington's laws and public interests; and (iv) selling research-grade tirzepatide or a tirzepatide product without a valid prescription from a licensed medical professional endangers patient safety.

WHEREAS, Pivotal Peptides will no longer sell or distribute tirzepatide products of any kind, nor will it sell products involving semaglutide or retatrutide.

THEREFORE, based on the foregoing and in consideration of the settlement agreement executed by the Parties, Plaintiff Lilly and Defendant Pivotal Peptides hereby STIPULATE that all claims should be DISMISSED WITH PREJUDICE pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Parties agree to bear all costs as incurred.

The Parties agree, however, that such dismissal is conditioned upon the Court entering an order retaining jurisdiction to enforce the terms of their Settlement Agreement. *See Kokkonen v. Guardian Life Ins. of Am.*, 511 U.S. 375, 114 S. Ct. 1673 (1994); *K.C. ex rel. Erica C. v. Torlakson*, 762 F.3d 963, 967 (9th Cir. 2014).

WHEREFORE, the Parties request that the Court enter an order approving the Parties' Settlement Agreement by order of the Court and enter an order retaining jurisdiction over this action, including to enforce the Parties' Settlement Agreement, prior to dismissing all claims against Pivotal Peptides.

DATED: May 19, 2025

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STIPULATION AND ~~PROPOSED~~ ORDER TO APPROVE
SETTLEMENT AGREEMENT AND DISMISSAL - 2
CASE NO. 2:24-CV-1719-JCC

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ORDER

The Court, having reviewed the parties' Stipulation and [Proposed] Order to Approve Settlement Agreement and Dismissal Conditioned Upon the Court's Retention of Jurisdiction to Enforce the Settlement Agreement, and considering itself fully advised, hereby GRANTS the parties' Stipulation.

IT IS SO ORDERED.

DATED this 20th day of May 2025.



THE HONORABLE JOHN C. COUGHENOUR
UNITED STATES DISTRICT COURT JUDGE